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**BEFORE THE
PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

Case No. 1D-2005-64284

SCOTT JEFFREY BROWN, PT
22132 Graystone Court
Palo Cedro, California 96073

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

Physical Therapist License No. PT 18444

Respondent.

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the
above-entitled proceedings that the following matters are true:

PARTIES

1. Steven K. Hartzell (Complainant) brings this Accusation solely in his
official capacity as the Executive Officer of the Physical Therapy Board of California, State of
California and is represented in this matter by Edmund G. Brown Jr., Attorney General of the
State of California, by Jennevee H. de Guzman, Deputy Attorney General.

2. Respondent Scott Jeffrey Brown, PT (Respondent) is represented in this
proceeding by attorney Joshua J. Divine, whose address is Reese, Smalley, Wiseman &
Schweitzer, LLP, 1265 Willis Street, Redding, California 96001.

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3. On or about September 18, 1992, the Physical Therapy Board of California issued Physical Therapist License No. PT 18444 to Scott Jeffrey Brown, PT (Respondent). The license was in full force and effect at all times relevant to the charges brought herein and will expire on June 30, 2008, unless renewed.

JURISDICTION

4. Accusation No. 1D 2005 64284 was filed before the Physical Therapy Board of California (Board), Department of Consumer Affairs, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on March 19, 2007. Respondent timely filed his Notice of Defense contesting the Accusation. A copy of Accusation No. 1D 2005 64284 is attached as Exhibit “A” and incorporated herein by reference.

ADVISEMENT AND WAIVERS

5. Respondent has carefully read, discussed with counsel, and fully understands the charges and allegations in Accusation No. 1D 2005 64284. Respondent has also carefully read, discussed with counsel, and fully understands the effects of this Stipulated Settlement and Disciplinary Order.

6. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel at his own expense; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

CULPABILITY

8. Respondent admits the truth of each and every charge and allegation in Accusation No. 1D 2005 64284.

1 9. Respondent agrees that his Physical Therapist License No. PT 18444 is
2 subject to discipline and he agrees to be bound by the Physical Therapy Board of California
3 (Board)'s imposition of discipline as set forth in the Disciplinary Order below.

4 **CIRCUMSTANCES IN MITIGATION**

5 10. Respondent Scott Jeffrey Brown, PT has never been the subject of any
6 disciplinary action. He is admitting responsibility at an early stage in the proceedings.

7 **CONTINGENCY**

8 11. This stipulation shall be subject to approval by the Physical Therapy Board
9 of California. Respondent understands and agrees that counsel for Complainant and the staff of
10 the Physical Therapy Board of California may communicate directly with the Board regarding
11 this stipulation and settlement, without notice to or participation by Respondent or his counsel.
12 By signing the stipulation, Respondent understands and agrees that he may not withdraw his
13 agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon
14 it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement
15 and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be
16 inadmissible in any legal action between the parties, and the Board shall not be disqualified from
17 further action by having considered this matter.

18 **OTHER MATTERS**

19 12. The parties understand and agree that facsimile copies of this Stipulated
20 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same
21 force and effect as the originals.

22 **DISCIPLINARY ORDER**

23 In consideration of the foregoing admissions and stipulations, the parties agree
24 that the Board may, without further notice or formal proceeding, issue and enter the following
25 Disciplinary Order:

26 IT IS HEREBY ORDERED that Physical Therapist License No. PT 18444 issued
27 to Respondent Scott Jeffrey Brown, PT (Respondent) is revoked. However, the revocation is
28 stayed and Respondent is placed on probation for five (5) years on the following terms and

1 conditions.

2 1. LICENSE SUSPENSION As part of probation, respondent's license shall
3 be suspended for 5 days beginning the effective date of this decision.

4 2. RESTRICTION OF PRACTICE - PROHIBITION OF DIRECT BILLING
5 OF THIRD-PARTY PAYERS Respondent shall not have final approval over any physical
6 therapy billings submitted to any third-party payers in any employment.

7 3. RANDOM AUDITS OF HOME CARE VISITS In order for Respondent
8 to provide care in a patient's home, Respondent's employer must agree, as a condition of
9 employment, to randomly verify 10 percent of Respondent's scheduled home care visits. This
10 verification shall be by telephone or other means. The employer shall also provide quarterly
11 compliance reports to the Board.

12 4. RESTRICTION OF PRACTICE - NO EMPLOYMENT OR
13 SUPERVISION OF PHYSICAL THERAPIST LICENSE APPLICANTS, PHYSICAL
14 THERAPIST ASSISTANT LICENSE APPLICANTS Respondent shall not supervise any
15 physical therapist license applicants, or physical therapist assistant applicants during the entire
16 period of probation. Respondent shall terminate any such supervisory relationship in existence
17 on the effective date of this probation.

18 5. EDUCATION COURSE Within 30 days of the effective date of this
19 Decision, respondent shall submit to the Board, or its designee, for prior approval, a continuing
20 education course in ethics. Respondent shall supply documentation verifying satisfactory
21 completion of course work. This will be signed by the instructor(s) of the courses and evidence,
22 if applicable, of passing grades on exams/tests given by the instructor.

23 6. PROBATION MONITORING COSTS Respondent shall reimburse all
24 costs incurred by the Board for probation monitoring during the entire period of probation.
25 Respondent will be billed at least quarterly. Such costs shall be made payable to the Physical
26 Therapy Board of California. Failure to make ordered reimbursement within 60 days of the
27 billing shall constitute a violation of the probation order.

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1 7. COST RECOVERY The respondent is ordered to reimburse the Board
2 the actual and reasonable investigative and prosecutorial costs incurred by the Board in the
3 amount of \$6,276.00. Said costs shall be reduced, however, and the remainder forgiven, if
4 Respondent pays \$3,238.00 of said costs within 120 days of the effective date of the Decision. In
5 the event Respondent fails to pay within 120 days of the Decision, the full amount of costs shall
6 be immediately due and payable. Failure to pay the ordered reimbursement, or any agreed upon
7 payment, may constitute a violation of the probation order. The filing of bankruptcy by
8 Respondent shall not relieve Respondent of his responsibility to reimburse the Board. If
9 Respondent is in default of his responsibility to reimburse the Board, the Board will collect cost
10 recovery from the Franchise Tax Board, the Internal Revenue Service or by any other means of
11 attachment of earned wages legally available to the Board. Failure to fulfill the obligation could
12 also result in attachment to the Department of Motor Vehicle registrations and/or license
13 renewals.

14 8. OBEY ALL LAWS Respondent shall obey all federal, state and local
15 laws, and statutes and regulations governing the practice, inspections and reporting, of physical
16 therapy in California and remain in full compliance with any court ordered criminal probation.

17 9. COMPLIANCE WITH ORDERS OF A COURT The respondent shall be
18 in compliance with any valid order of a court. Being found in contempt of any court order is a
19 violation of probation.

20 10. COMPLIANCE WITH CRIMINAL PROBATION AND PAYMENT OF
21 RESTITUTION Respondent shall not violate any terms and conditions of criminal probation
22 and shall be in compliance with any restitution ordered, payments or other orders.

23 11. QUARTERLY REPORTS Respondent shall submit quarterly
24 declarations under penalty of perjury on forms provided by the Board, stating whether there has
25 been compliance with all the conditions of probation.

26 12. PROBATION MONITORING PROGRAM COMPLIANCE Respondent
27 shall comply with the Board's probation monitoring program.

28 13. INTERVIEW WITH THE BOARD OR ITS DESIGNEE Respondent

1 shall appear in person for interviews with the Board, or its designee, upon request at various
2 intervals.

3 14. NOTIFICATION OF PROBATIONER STATUS TO EMPLOYERS The
4 respondent shall notify all present or future employers of the reason for and the terms and
5 conditions of the probation by providing a copy of the Initial Probationary License, Statement of
6 Issues, Accusation and the Decision and Order, or Stipulated Settlement to the employer, and
7 submit written employer confirmation of receipt to the Board within 10 days. The notification(s)
8 shall include the name, address and phone number of the employer, and, if different, the name,
9 address and phone number of the work location.

10 15. NOTIFICATION OF CHANGE OF NAME OR ADDRESS The
11 respondent shall notify the Board, in writing, of any and all name and/or address changes within
12 ten (10) days.

13 16. RESTRICTION OF PRACTICE - TEMPORARY SERVICES
14 AGENCIES The respondent shall not work for a temporary services agency or registry.

15 17. RESTRICTION OF PRACTICE - CLINICAL INSTRUCTOR OF
16 PHYSICAL THERAPY STUDENT INTERNS OR FOREIGN EDUCATED PHYSICAL
17 THERAPIST LICENSE APPLICANTS PROHIBITED Respondent shall not supervise any
18 physical therapy student interns or foreign educated physical therapist license applicants during
19 the entire period of probation. Respondent shall terminate any such supervisory relationship in
20 existence on the effective date of this probation.

21 18. PROHIBITED USE OF ALIASES Respondent may not use aliases and
22 shall be prohibited from using any name which is not him legally-recognized name or based upon
23 a legal change of name.

24 19. INTERMITTENT WORK If the respondent works less than 192 hours as
25 a physical therapist or a physical therapist assistant in the physical therapy profession in a period
26 of three months, those months shall not be counted toward satisfaction of the probationary
27 period. The respondent shall notify the Board if he works less than 192 hours in a three month
28 period.

1 20. TOLLING OF PROBATION The period of probation shall run only
2 during the time respondent is practicing or performing physical therapy within California. If,
3 during probation, respondent does not practice or perform within California, respondent is
4 required to immediately notify the probation monitor in writing of the date that respondent is
5 practicing or performing physical therapy out of state, and the date of return, if any. Practicing or
6 performing physical therapy by the respondent in California prior to notification to the Board of
7 the respondent's return will not be credited toward completion of probation. Any order for
8 payment of cost recovery shall remain in effect whether or not probation is tolled.

9 21. VIOLATION OF PROBATION If respondent violates probation in any
10 respect, the Board, after giving respondent notice and the opportunity to be heard, may revoke
11 probation and carry out the disciplinary order that was stayed. If an accusation or petition to
12 revoke probation is filed against respondent during probation, the Board shall have continuing
13 jurisdiction until the matter is final, and the period of probation shall be extended until the matter
14 is final.

15 22. REQUEST TO SURRENDER LICENSE DUE TO RETIREMENT,
16 HEALTH OR OTHER REASONS Following the effective date of this probation, if respondent
17 ceases practicing or performing physical therapy due to retirement, health or other reasons or is
18 otherwise unable to satisfy the terms and conditions of probation, respondent may request to
19 surrender his license to the Board. The Board reserves the right to evaluate the respondent's
20 request and to exercise its discretion whether to grant the request or to take any other action
21 deemed appropriate and reasonable under the circumstances. Upon formal acceptance of the
22 tendered license, the terms and conditions of probation shall be tolled until such time as the
23 license is no longer renewable, the respondent makes application for the renewal of the tendered
24 license or makes application for a new license.

25 23. COMPLETION OF PROBATION Upon successful completion of
26 probation, respondent's license shall be fully restored.

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1 24. CALIFORNIA LAW EXAMINATION - WRITTEN EXAM ON THE
2 LAWS AND REGULATIONS GOVERNING THE PRACTICE OR PERFORMANCE OF
3 PHYSICAL THERAPY Within 90 days of the effective date of this decision, respondent shall
4 take and pass the Board's written examination on the laws and regulations governing the practice
5 of physical therapy in California. If respondent fails to pass the examination, respondent shall be
6 suspended from the practice of physical therapy until a repeat examination has been successfully
7 passed.

8 25. PRACTICE OR PERFORMANCE OF PHYSICAL THERAPY WHILE
9 ON PROBATION It is not contrary to the public interest for the respondent to practice and/or
10 perform physical therapy under the probationary conditions specified in the disciplinary order.
11 Accordingly, it is not the intent of the Board that this order, the fact that the respondent has been
12 disciplined, or that the respondent is on probation, shall be used as the sole basis for any third
13 party payer to remove respondent from any list of approved providers.

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15 ACCEPTANCE

16 I have carefully read the above Stipulated Settlement and Disciplinary Order and
17 have fully discussed it with my attorney, Joshua J. Divine. I understand the stipulation and the
18 effect it will have on my Physical Therapist License No. PT 18444. I enter into this Stipulated
19 Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be
20 bound by the Decision and Order of the Physical Therapy Board of California.

21 DATED: May 25, 2007 .

22
23 Original Signed By:
24 SCOTT JEFFREY BROWN, PT (Respondent)
 Respondent

1 I have read and fully discussed with Respondent Scott Jeffrey Brown, PT the
2 terms and conditions and other matters contained in the above Stipulated Settlement and
3 Disciplinary Order. I approve its form and content.

4 DATED: May 25, 2007.

6 Original Signed By: _____
7 JOSHUA J. DIVINE
8 Attorney for Respondent

10 **ENDORSEMENT**

11 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
12 submitted for consideration by the Physical Therapy Board of California of the Department of
13 Consumer Affairs.

15 DATED: May 25, 2007

17 EDMUND G. BROWN JR., Attorney General
of the State of California

18 GAIL M. HEPPELL
19 Supervising Deputy Attorney General

21 Original Signed By: _____
22 JENNEVEE H. DE GUZMAN
23 Deputy Attorney General

24 Attorneys for Complainant

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**BEFORE THE
PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
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In the Matter of the Accusation Against:

Case No. 1D 2005 64284

SCOTT JEFFREY BROWN, PT
22132 Graystone Court
Palo Cedro, California 96073

Physical Therapist License No. PT 18444

Respondent.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Physical Therapy Board of California, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on September 13, 2007.

It is so ORDERED August 14, 2007.

Original Signed By: Nancy Krueger, President
FOR THE PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS